

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

IN RE:

FRANK VIRGIL PERKINS, JR.
AKA FRANK VIRGIL PERKINS

Debtor

Case No. 16-32929-KLP
Chapter 13

Motion No.

NATIONSTAR MORTGAGE LLC
8950 Cypress Waters Blvd
Coppell, TX 75019

Movant

v.

CRYSTAL H. PERKINS
aka Crystal S. Harris
FRANK VIRGIL PERKINS, JR.
aka Frank Virgil Perkins
4384 Three Bridge Road
Powahatan, VA 23139

Respondents

CONSENT ORDER MODIFYING AUTOMATIC STAY

This matter was before the court on July 26, 2017 the motion of Nationstar Mortgage LLC, for relief from the automatic stay with respect to the real property located at 4384 Three Bridge Road, Powahatan, VA 23139 and more particularly described as follows:

All that certain lot, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in Spencer District, Powhatan County, Virginia, containing 2.00 acres, more or less, known and designated as Lot 2, Section "A", Pine Wood Estates, all as shown on plat of survey prepared by D.C. Bradbury, Inc. Professional Engineer Land Surveyor, dated July 30, 2001, entitled, "PLAT, SHOWING IMPROVEMENTS ON LOT 2, SECTION 'A', PINE WOODS ESTATES," a copy of which plat is attached to Deed at Deed Book 440, page 542.

Upon consideration of which, it is

ORDERED:

Rosenberg &
Associates, LLC
4340 East West
Highway, Suite 600
Bethesda, MD 20814

RUHI MIRZA, Esq.
VA BAR 77839

FILE NUMBER: 62079

1. The debtor will resume making regular monthly installment payments in the amount of \$885.67 as they become due commencing on August 1, 2017. Late payments will include applicable late charges in the amount of \$0.00.
2. The debtor will cure the post-petition arrearage currently due to the movant through July 25, 2017 in the total amount of \$942.79, which consist of attorney fees and costs of \$1031.00 minus a suspense balance of \$88.21, by making the following payments:

\$942.79 on or before August 25, 2107

Make payments payable to:
Nationstar Mortgage LLC
Attn: Payment Processing
PO Box 619094
Dallas, TX. 75261-9741

3. In the event that any payment required by this order is not received by the movant within 15 days after it is due, the movant may mail a notice of default to the debtor by first class mail, postage prepaid, (and, if it desires, also by certified or registered mail) with a copy to debtor's counsel and the trustee by first class mail, postage prepaid, or by email at the same time as the notice of default is mailed to the debtor. The notice of default will state in simple and plain language.
 - a. That the debtor is in default in making at least one payment required under this order;
 - b. The dates and amount of each payment missed and any late charge or other fee necessary to cure the default;
 - c. The action necessary to cure the default, including any address to which payments must be mailed;
 - d. That the debtor or trustee must take one of the following actions within fourteen days after the date of the mailing of the notice of default;
 - i. cure the default;
 - ii. file an objection with the court stating that no default exists; or
 - iii. file an objection with the court stating any other reason why an order granting relief from the automatic stay should not be entered;
 - e. That is the debtor or trustee does not take on of the actions set forth in paragraph 3(d), the movant may file a certificate that it has complied with the terms of this order and that the court may grant relief from the automatic stay without further notice to the debtor; and

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- f. That if the automatic stay is terminated, the collateral may be sold at foreclosure.

If the debtor or trustee does not take one of the actions set forth in paragraph 3(d), the movant may submit a certificate stating that it has complied with the terms of this order and that neither the debtor nor the trustee has taken one of the actions set forth in paragraph 3(d) and may submit together with the certificate a draft order terminating the automatic stay.

If the debtor or trustee files an objection, the movant must set the matter for hearing and give notice of the hearing to the debtor, debtor's counsel and the trustee. At the hearing, the court may terminate the stay or take other action appropriate to the circumstances.

4. The provisions of this order with respect to regular monthly installment payments expire one year after the date of the entry of this order. In the event of the default in payment of any regular monthly installment payment due more than one year after the date of the entry of this order, the movant must obtain relief by filing a new motion for relief from stay with appropriate notice and hearing.
5. Until an order is entered terminating the automatic stay, the movant may not refuse to accept or apply payments tendered by the debtor, even if such payments are late or in an improper amount; however, acceptance of non-conforming payments is without prejudice and shall not constitute a waiver of any default.
6. The automatic stay is modified to permit the noteholder or servicing agent to send the debtor payment coupons, payment statements or invoices, notices of late payment, notices of payment changes, notices of servicing transfers, or any other notice, other than a notice of acceleration or demand for payment of the entire balance, normally sent to customers in the ordinary course of business.
7. Should the debtor default pursuant to the terms contained herein, unless otherwise ordered by this court, the movant shall be entitled to reasonable attorneys fees in the amount of \$75.00 issuance of a notice of default, and an additional \$75.00 for issuance of a certificate of default and preparation of an order terminating the automatic stay.

8. Relief is granted as to Crystal H. Perkins aka Crystal S. Harris, the co-debtor, from the automatic stay imposed by 1301(a) to the same extent and on the same terms and conditions as granted as to the debtor.

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Richmond, Virginia

Aug 2 2017

/s/ Keith L. Phillips

United States Bankruptcy Judge

Entered on Docket: Aug 3 2017

ENDORSEMENTS of

/s/ Ruhi Mirza, Esq.
Ruhi Mirza, Esq.
Counsel for Movant

/s/ Christopher Flynn, Esq.
Christopher Flynn, Esq.
Counsel for Debtor

/s/ Carl M. Bates
Carl M. Bates

The undersigned certifies that the foregoing Consent Order Modifying Automatic Stay is identical to the form order required by Administrative Order 10-2 and that no modification, addition, or deletion has been made.

/s/ Ruhi Mirza, Esq.
Ruhi Mirza, Esq.

Local Rule 9022-1 (C) Certification

The foregoing Order was endorsed by and/or served upon all necessary parties pursuant to Local Rule 9022-1 (C).

/s/ Ruhi Mirza, Esq.
Ruhi Mirza, Esq.

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Copy to:
Ruhi Mirza, Esq.
Christopher Flynn, Esquire
Carl M. Bates

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Copy Mailed to:
Frank Virgil Perkins, Jr.
aka Frank Virgil Perkins

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